



March 29, 2022

Board of Public Works and Safety
City of Lafayette
20 N. 6th St.
Lafayette, IN 47901

Dear Board Members:

You have before you a contract with NV Grant Services, LLC for professional grant administrative services for the CAT Park All-Inclusive Sports Field project. The contract is a lump sum amount of \$2,000.00. The major components of this contract include:

- Monitor and enforce federal labor standard provisions required by the Department of Labor and HUD as a stipulation of the funding used to finance the project.
- Verify Applicable Wage Decision.
- Obtain all applicable federal documentation and information from the contractor and sub-contractor(s).
- Obtain and review all certified payroll reports of contractor and sub-contractor(s), to comply with Davis-Bacon and other Related Acts.

This contract proposal has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely

Jon Miner
Director of Operations
Lafayette Parks & Recreation

NV Grant Services, LLC
AGREEMENT FOR LABOR STANDARDS ADMINISTRATION
AND COMPLIANCE SERVICES

THIS AGREEMENT is entered into this 24th day of February, 2022 between the City of Lafayette hereinafter referred to as "Owner" and NV Grant Services, LLC.

WHEREAS, the Owner desires to engage NV Grant Services to monitor and enforce federal labor standard provisions required by the Department of Labor and HUD as a stipulation of the funding used to finance the CAT Park All-Inclusive Sport Field project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

Section 1 - Relationship of Parties

The parties intend that an independent contractor - employer relationship will be created by this contract. The Owner is interested only with NV Grant Services. NV Grant Services is not to be considered an agent or employee of the Owner for any purpose, and the employees of NV Grant Services are not entitled to any of the benefits that the Owner provides for the Owner's employees. NV Grant Services acknowledges that it is not insured in any manner by the Owner for any loss of any kind or character whatsoever. NV Grant Services has no authority, express or implied, to bind or obligate the Owner in any way.

Section 2 - Basic Services of NV Grant Services

Scope of Work / WBE Certified

Provide labor standards administration, compliance and reporting services for federally-funded construction projects as necessary and required to assure compliance with the Davis-Bacon and other Related Acts ("DBRA") including:

- Verify Applicable Wage Decision
- Consult with USDOL on conformance rates, if needed;
- Obtain all applicable federal documentation and information from the contractor and subcontractor(s) necessary to monitor, investigate, and report compliance with the DBRA for all contractors and subcontractors performing work on the Project, including certified payroll reports, Wage/Fringe Benefit Certification forms, interviews, and apprentice certifications;
- Obtain and review all certified payroll reports of prime contractor and subcontractor(s), to comply with DBRA;
- Conduct employee interviews with prime contractor and subcontractor(s) to comply with DBRA;
- Obtain and review written evidence of the bona fide registration of apprenticeship programs, the ratios and wage rates prescribed in the applicable programs in accordance with DBRA;
- Provide consulting services in the resolution of any issues/findings concerning potential DB violations of the DBRA and validate restitution;
- Report all potential violations of the DBRA to Owner and Lafayette Housing Authority as CDBG Grant Administrator;
- Provide monthly progress reports overviewing DB documentation collected and summarizing Labor Standards Administrator's activities and findings;
- DBRA documentation required for the Owner and Lafayette Housing Authority as CDBG Grant Administrator; to close out the project;
- Final Wage Compliance Report.

Section 3 - Time of Performance

This agreement shall be in effect from the date of signing to completion of construction which is expected to be June 30, 2022. This agreement may be renewed by agreement of the parties for additional like or different periods of time. Such agreement must be in writing, signed by the parties and attached to this Agreement.

NV Grant Services shall commence providing services on the date of signing and shall there after diligently pursue the completion of such services. NV Grant Services shall regularly advice the Owner as to the status of such services.

Section 4 -Owner's Responsibilities

The Owner shall provide applicable records needed to carry out the project.

In accordance with contractual requirements of this federally-funded project, Owner and Lafayette Housing Authority as CDBG Grant Administrator; is responsible for maintaining copies of DB documentation. In the event of a State or Federal audit, inspectors will visit the borrower's main office to begin their inspection. They will expect to find up-to-date documentation that indicates Davis-Bacon compliance. These files are to be maintained by the community for three (3) years following the end of construction. The documents in this file are subject to unannounced audits. Failure to maintain these documents will be a violation and could cause findings against the Community. The prime contractor is responsible for submitting all payroll, including subs' payroll, on a monthly basis.

Section 5 - Compensation to NV Grant Services

The Owner shall compensate NV Grant Services in accordance with the terms and conditions of this contract which is due and payable throughout the duration of the project. Said fee will be paid on a monthly basis according to the completion of the project.

The Owner will be invoiced \$500/month x 4 months (3 months + 1 month following completion / 4 months billing).

- Total Project Fee :: \$2,000
- Project Length :: March 1 - June 2022 (work commenced 2.24.22 @ pre-construction meeting

Payments are due within 30 days of invoice

A progress report will accompany monthly invoices

All state and federal tax withholdings will be the responsibility of NV Grant Services.

Upon written consent by both parties, the scope of this Agreement may be supplemented / amended to include additional Projects/Divisions change orders, extension of completion date, and/or changes outside the original scope of work for an additional fee.

Section 6 - General

1. **Liability** - The work to be performed under this contract will be performed entirely at NV Grant Service's risk.
2. **Waiver or Modification Ineffective Unless in Writing** - No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of NV Grant Services.
3. **Ownership of Documents** - A complete set of all documentation developed by NV Grant Services pursuant to the services performed hereunder shall be made available to the Owner on completion or termination of each project description order, and shall become the sole property of the Owner. However, any documents, reports, or other information furnished to the Owner by NV Grant Services shall not be used by the Owner at any time for advancing any project administration, unless NV Grant Services has been paid at the rate established in this agreement.
4. **Termination** - Termination may be affected by either giving the other party Notice of Termination by registered United States Mail thirty (30) days prior to termination. Termination may be made effective immediately by agreement of both parties prior to termination; NV Grant Services shall be paid by the Owner for all performance of work that has been done up to termination of the contract.
5. **Execution** - This contract shall be in full force and effect when dated and properly signed until terminated. The Owner and NV Grant Services each bind themselves, their successors, executors, administrators, and assigns to the other party of this Agreement.

Section 7 -Confidentiality of Findings

Any reports, information, data or intellectual property whatsoever given to or prepared or assembled by NV Grant Services under this agreement shall not be made available to any individual or organization by NV Grant Services without prior written approval of the Owner.

Section 8 - Successors and Assigns

All the terms and provisions of this Agreement shall inure to and be binding upon the parties here to and their respective successors and assigns. NV Grant Services shall not assign, subcontract or transfer its interest in this Agreement without the written consent of the Owner, except as provided in the scope of Services. Any such assignment, subcontract or transfer shall not relieve NV Grant Services from the performance of her obligations under this Agreement, and the Owner shall not be obligated to remit payment to any person or entity other than NV Grant Services.

Section 9 -Conflict of Interest

NV Grant Services covenants that it presently has no Interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. NV Grant Services further covenants that in its performance of this Agreement no person having any such interest shall be employed.

Section 10 -Attorney's Fees

In the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including a reasonable attorney fee.

Section 11- Lobbying

NV Grant Services hereby certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure From to Report Lobbying," in accordance with its instructions;
- C. It will require that the language of paragraph (d) of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly, and
- D. Lobbying certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 12 - Hold Harmless

NV Grant Services shall hold harmless, defend and indemnify the Owner from any and all claims, actions, suits, charges and judgments whatsoever that rise out to NV Grant Services performance or nonperformance of the services or subject matter called for in this agreement.

Section 13 - Applicable Laws

This agreement shall be governed by the laws of the United States, the State of Indiana, and all municipal ordinances and codes of the Owner of Lafayette, Indiana, as the same shall be in full force and effect upon the date this Agreement isexecuted.

Section 14- Non-Discrimination

NV Grant Services shall not discriminate against any employee or applicant for employment to be utilized in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam era veteran status. Failure of NV Grant Services to comply with this section shall be regarded as a material breach of this Agreement.

Section 15 - Necessary Documentation

NV Grant Services certifies that it will furnish the Owner, if requested, any and all documentation, certification, authorization , license, permit, or registration required by the laws or rules and regulations of units of local government, the State of Indiana, and the United States. NV Grant Services further certifies that is now and will maintain its good standing with such government agencies. Failure of NV Grant Services to comply with this section shall constitute a material breach of this agreement.

Section 16 - Waiver

The Owner's delay or inaction pursuing its remedies forth in this Agreement, or available by law, shall not operate as a waiver of any of the Owner's rights or remedies.

Section 17 - Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision, shall continue in full force and effect .

Section 18 - Records

NV Grant Services shall maintain proper records for the scope of all services of this Agreement and provide an account for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the Owner's representatives at reasonable business hours.

Section 19 - Insurance

NV Grant Services shall provide insurance coverage and extend such coverage to protect the Owner as follows:

NV Grant Services carries the following Professional Insurance:

- Comprehensive General Liability :: \$1,000,000 per occurrence and \$2,000,000 aggregate
- Automobile Liability :: \$1,000,000 each accident
- Professional Liability :: \$1,000,000 each claim
- Umbrella Liability :: \$1,000,000 per occurrence and \$2,000,000 aggregate
- Workers Compensation :: n/a (sole proprietor/no employees)

Certificates of Insurance shall be provided to Owner.

Section 20 - Compliance with IC 22-5-1.7 - E-VerifyProgram

NV Grant Services is sole proprietor. In the event Contractor hires employees. Contractor must enroll in and verify the work eligibility status of all newly hired employees.

Section 21 - Eligibility

Nv Grant Services certifies that NV Grant Services firm and the firm's principals are not debarred, suspended, voluntarily excluded or otherwise ineligible to participate in federally assisted contracts under Executive Order 12546, 'Debarment and Suspension.'

Section 22 - Notice

Any notices, payments or other communications hereunder shall be sufficient only if given in writing and shall be deemed given when delivered personally, electronically, or by next day delivery or five (5) days after mailing when mailed, addressed as follows:



Nanrlette Van De Voorde, Owner
NV Grant Services, LLC
7694 Willsey Lane, Plainfield, IN 46168-9115
NVanDeVoorde@me.com
317-531-6359

3.23.22

Date

Owner

City of Lafayette
20 North 6th Street
Lafayette, IN 47901
Attn: Gary Henriott, Board of Public Works and Safety President

Date

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2022.

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller Riehle, 1st Deputy Clerk

Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nannette Van De Voorde	
	2 Business name/disregarded entity name, if different from above NV Grant Services, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 7694 Willsey Lane	Requester's name and address (optional)
	6 City, state, and ZIP code Plainfield, IN 46168	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
2	7		-	1	2	8	4	2	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.